

## SNE INDEPENDENT MS+GBgcv END PROPOSALS SUMMARY re: Remuneration, Bonuses etc. (with notes):

Salary = 85k; Bonus 15% of Pre Tax Non-Exceptional Profits. Pay to be time pro rata (as per if do 4 or 5 days as defined herein). Staff to have 1 month Bonus p/a if perform. No Benefits included. Upto 24 days vacation per annum. Other terms as herein.

No Share Scheme, No Benefits. 3 month Notice for Directors / Senior Consultants.

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From: Sonny Schneider [mailto:sonny.schneider@schneidertrading.com]  
Sent: 15 March 2016 12:04  
To: georgebusfield@hotmail.com  
Cc: Sonny Schneider <sonny.schneider@schneidertrading.com>  
Subject: RAN - GB

George,

I understand that you attend first thing, leave last thing and work weekends

I note you are a little verbose, but look who is talking

You will have likely noted that Mat S is probably acceptable to the staff and not an unsafe pair of hands

We will have the expenses isolated in days now I would believe noting Albie will play ball

We will likely have a much clearer understanding as to the fraud etc in a few days as well

We can then probably chew through this, ideally in spreadsheet form etc I guess to get an idea as to what we want from RS and MC

But then a fortnight will have come and gone and we will see where stuff is going with RS and lawyers etc; if he is sensible he will settle with us and we can move forward with "you owe X, we will accept Y now, Z shortly and some shares etc"

Then hopefully we are normal business moving on

Then the question becomes, without trying to be rude / presumptuous or otherwise, but do you have an executive interest in RAN and working there post the balance of the forensics? I have no idea what you do etc and if this has any interest or otherwise, but ...? I should ask I guess

Thoughts

Sonny

**No: 05633036 = REALTIME ANALYSIS AND NEWS LIMITED**  
**("Company")**

Written Resolution of the Directors of the Company pursuant to the regulation 93 of Table A as defined and incorporated in the articles of association of the Company effective 27 April 2016

Following due and careful consideration, IT WAS UNANIMOUSLY RESOLVED THAT:

Noting the change management requirements since Mr Singh and Mr Cheung's embezzlement was uncovered, Sonny Schneider has negotiated with Matthew Silvester, presently an employee of the Company, and George Busfield a non-executive director, whereby Mathew and George will provide management and leadership to the Company. In the first instance, Mathew will manage all day to day operations of the Company, whilst George will consult on the litigation workload in regard to the embezzlement. As the legal workload reduces, George is likely to get more involved with directing business development and strategy with a view that Mathew, George and the board will lead the business moving forward as the Company's Directors.

Mr Schneider shall continue to act as an external consultant to the business on an ad-hoc basis going forward.

Schneider Holdings London Limited, presently a shareholder of the Company, and in accordance with the current shareholder agreement dated 01 March 2006, as amended ("Shareholders Agreement"), will be appointing Matthew as its nominated director, and the Company's Chairman.

It is noted that George is presently a Director in any event.

As such it is unanimously resolved that Sonny Schneider, the outgoing Chairman, is charged with finalising Mathew and George's draft contracts, taking into account their personal circumstances and having noted clause 6.2.1 and 6.2.2 of the Shareholders Agreement such that these can be put forward to the current board for final review and agreement by unanimous resolution by the new board as at 12 May 2016.

Furthermore, it is unanimously resolved that that the Board will provide 15% of the Company's pre-tax non-exceptional profits to be shared across those acting as the executive Directors of the Company, annually in each April post the Board's sign off of the prior March management accounts, and subject to the total bonus provisions to the Company's executive Directors and staff being within the threshold set by the present Shareholders Agreement.

Finally, the board will accept equitable distributions of the 15% bonus allocation if agreed by the executive directors, else the Company's non-executive directors will vote and allocate the bonus pool across the executive directors accordingly.

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**Sonny Schneider**

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**George Busfield**

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**Adam Voce**

**From:** Sonny Schneider  
**Sent:** 22 April 2016 17:31  
**To:** Matthew Silvester; George Busfield  
**Cc:** Sonny Schneider  
**Subject:** RE: RAN - GB and MS

GB / Mat,

There is a mail re Mat's D ship just sent. In regard to remuneration we have basic salary agreed and accept the "bullshite thingy structure element" in principle re GB. We need to finalise bonus, perhaps iterate to the balance in lieu of this, and we need to finalise staff bonus pool stuff and net net get this documented and bedded and payroll updated and PO for GB structure in place etc. So we have the main elements being:

Basic vs bonus vs staff bonus

We have my 'version' of 85 + 10% + 1 months money

I noted that you could reduce your 10% in favour of the staff if the 1 months money wasn't enough else they would leave and next years 10% would be worth not as much

This is logical but I know people may rather not etc

I spoke with Mat and he said 15% was better

I noted that it was, but that I was unsure if it is justified etc yada yada yada

Mat noted that to carve some of his oco GB's 10% up in favour of staff if needed would be hard so 15% makes that easier if it was required

I thus noted that we could increase the staff element to 1.5 months to remove / mitigate this

Mat reverted with 15% plus 1.5

I noted that that was not what I had said

We are not finalised and, well, would be good to get it done, but I can't just roll over per se (duty etc, not a greed point etc)

So I suggest the following with bold changes to ease your review

Title: Director

Report: The Board

Structure: Employed via PAYE / Seconded via third party non close service company

Basic salary: £85,000

**Part time: MS will be full time**

**GB will be either 4 or 5 days per week, so either 80% time or full time as he declares pre execution**

**Bonus pool: 10% of the firms pre-tax profits to be allocated to the executive directors proportionally to their time in the first year (such that if GB is full time then it will be 50/50, whereas if GB is but 80% of his time then it would be 60/40 in MS favour)**

**10% of the firms pre-tax profits to be allocated to the executive directors as they decide across themselves in the second year. If the executive directors fail to find agreement then the board will resolve the allocation**

**10% of the firms pre-tax profits to be allocated to the executive directors as the Board sanctions**

Bonus pool note: If any executive director wishes to reduce their bonus in lieu of further staff bonuses they may do so via Board sanction

**Bonus pool timing: Isolate the firms pre-tax profits at the end of the financial year and pay them in the April payroll**

Holiday: Up to 24 days per annum

Probation: None

Notice: 3 months symmetrical notice

Benefits: None

Staff bonus pool: Increased from 1/12 the non-directorial basic salary expense to 12.5% of the non-directorial basic salary expense (being 1.5/12ths)

Say yes, sounds good, lets make it happen and I can terror it up for MS and liaise with GB re structural elements etc

Son